

## **Exhibit 27**



Thomas P. Minnick

July 23, 2003

Cincinnati, OH

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## I N D E X

THOMAS P. MINNICK

PAGE

Cross-examination by Mr. Ivey

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## EXHIBITS

MARKED

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1 premix.

2 A. Yes.

3 Q. So what you have there is calcium  
4 carbonate or calcium hydroxide added to citric and  
5 malic acids?

6 A. Yes.

7 Q. The premix would then be a calcium citrate  
8 malate formulation?

9 A. Basis, the schematic on the patent, yes.

10 Q. Okay. And calcium citrate malate is  
11 something that has been referred to at Procter &  
12 Gamble in shorthand as CCM?

13 A. Yes.

14 Q. Okay. And CCM was one of the  
15 technologies, if I can use that word, that Procter &  
16 Gamble attempted to license to various companies  
17 during the 1990's. Would that be a fair statement?

18 A. Yes.

19 Q. Okay. Now, I believe at times some of the  
20 correspondence from Procter & Gamble to prospective  
21 companies that might license CCM, refer to a CCM  
22 portfolio?

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1 A. Yes.

2 Q. Okay. And one of the things in that  
3 portfolio would have been the '847 patent?

4 A. Yes.

5 Q. All right. I'd like to show you what  
6 we'll mark for identification as Exhibit Number 3.

7 (Defendant's Exhibit 3 was marked for  
8 identification.)

9 Q. Exhibit Number 3, sir, is identified as  
10 4,919,963, United States Patent Number. Do you see  
11 that --

12 A. Yes.

13 Q. -- at the top right-hand corner? Okay.  
14 And for ease of reference, we can refer to this as  
15 the '963 patent?

16 A. Yes.

17 Q. Again, the inventor is David Heckert?

18 A. Yes.

19 Q. And under the abstract, it refers to the  
20 method for preparing these beverages and concentrates  
21 involving forming a premix solution containing highly  
22 soluble calcium citrate and malate species which is

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1 the technology, we deferred. We were handling a lot  
2 of different opportunities at the same time, not just  
3 CCM.

4 Q. Okay. In terms of the CCM portfolio,  
5 approximately how many times would you say that you  
6 and Mr. Andon made presentations to representatives  
7 of other companies in the period of, say, 1996 to  
8 1999?

9 A. Oh, 1996, we made three. Minute Maid,  
10 Tropicana, the orange -- orange juice producer in  
11 Orlando.

12 Q. Citrus World?

13 A. Yeah. 1997 when we were pursuing shelf  
14 stable opportunities, went back after those three,  
15 plus Welch and Ocean Spray and Northern Cranberry, I  
16 believe; talked to maybe a couple of snack people.  
17 But that was, you know -- I made a presentation to  
18 GNC, maybe a couple of other mineral supplement  
19 people. But it wasn't that often. I mean, you know,  
20 I was involved with a lot of different activities.  
21 This wasn't a full-time activity.

22 Q. All right. Now, that would have taken us,

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1 I guess, through 1997, this next group including  
2 Welch's, Ocean Spray, Northern Cranberry?

3 A. I don't think we started on that -- we  
4 signed the Trop contract in March of '97. I'm not  
5 exactly sure when Tropicana went to market. I want  
6 to say latter '97, early '98. And if you will recall  
7 earlier, we didn't necessarily have agreement from  
8 our beverage group to pursue ambient opportunities.

9 Q. "Ambient" meaning shelf stable?

10 A. Yes.

11 Q. Okay.

12 A. So I think that activity really started in  
13 early '98.

14 Q. We've talked about a license that Gerber  
15 took and the license that Tropicana took in kind of  
16 general outline.

17 A. Right.

18 Q. Did any of the other companies that you  
19 mentioned, Citrus World, Northern Cranberry, Ocean  
20 Spray, Welch -- Welch's take licenses?

21 A. No. But they were all very interested and  
22 we were trying to maximize which one would be most

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1       successful. It was our choice.

2               Q. Do you remember talking to other companies  
3 about CCM technology in the 1998 time frame  
4 continuing on into the future?

5               A. I'm sure we did. You know, after we did  
6 the global Trop contract, Mark and I really felt that  
7 the opportunities were in the beverages. So once we  
8 did a sole contract with Tropicana that pretty much  
9 limited us where we were going to go.

10              Q. Do you remember making presentations to  
11 the Kraft Company?

12              A. We tried to get them interested. I'm not  
13 sure what point in time. I also think we might have  
14 made a presentation to V-8 Juice, Campbell's. I'm  
15 not sure of the other ones we went to.

16              Q. General Mills?

17              A. That was for the snack opportunity we were  
18 pursuing.

19              Q. What about Smith Kline Beecham.

20              A. That was mineral supplements. We struck  
21 the deal with GNC versus them.

22              Q. American Home Products?



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1           A.    Mineral supplements.  At that time we were  
2   pursuing all three.

3           Q.    And GNC was the one --

4           A.    Yeah.

5           Q.    -- that got the license?

6           A.    That got the contract.

7           Q.    And then Dannon's?

8           A.    That was yogurt, a different opportunity  
9   altogether.

10          Q.    Okay.  Did a license come out of that  
11   opportunity?

12          A.    No.

13          Q.    Were there any discussions about licensing  
14   CCM with PepsiCo?

15          A.    We -- I don't know what year -- Al Bolles,  
16   the vice president of R&D at Tropicana was  
17   championing our calcium technology.  And he set up a  
18   meeting with Pepsi for us -- for Mark and I to go in  
19   and review the possible use of calcium in water.  And  
20   we went up and made a presentation.

21          Q.    Did that result in any type of license?

22          A.    No.

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1 Q. Do you remember approximately when you  
2 went to Pepsi to make the presentation?

3 A. Not the exact time frame. I want to say  
4 '98 maybe. Maybe '99. It was probably '98 when we  
5 were still active.

6 Q. And when you say "went up," you mean to  
7 New York or New Jersey?

8 A. Yeah, New York, the Pepsi headquarters.

9 Q. Let's mark for identification Exhibit  
10 Number 13.

11 (Defendant's Exhibit 13 was marked for  
12 identification.)

13 THE WITNESS: Thank you.

14 Q. Mr. Minnick, this is a March 1, 1996  
15 letter?

16 A. Uh-huh, right.

17 Q. It's directed to the attention of Dr. Ajai  
18 Puri?

19 A. Uh-huh.

20 Q. Spelled A-j-a-i. The second name,  
21 P-u-r-i. First it begins, Doctor, Recently, P&G has  
22 made the decision to license our CCM calcium